


# THE NEWS OF NORFOLK ON PAGES 2, 3, 5, 6 & 11.

**MUNYON'S**



I do not believe there is a case of dyspepsia, indigestion or any stomach trouble that cannot be relieved at once and permanently cured by my **DYSPEPSIA CURE**.

**MUNYON.**  
At all druggists.  
25c. a vial. Guide to Health and medical advice free. 1503 Arch street, Phila.

**DYSPEPSIA CURE**



## An Easy Conscience WILL BE YOURS

as you walk down the street with your wife and think how happy you have made her by approving of her choice of one of our stylish pattern hats.

Too often men fail to realize the importance of the millinery question, but this stock will make it easy to become interested.

**Loripman**  
378 Main St.

**"CAMMEYER"**  
Stamped on a Shoe  
MEANS STANDARD OF MERIT  
Some Jacksonian  
Shoe Ideas

Southern people are celebrated for their high sense of honor, their generous hospitality, their devoted friendships and the loyal championing of their ideas.

These splendid traits are convertible into shoe language and exactly describe our



Fine Black Glacé Kid, Patent Leather Tip, in Button and Lace.

These shoes are the embodiment of the highest shoe hour. They are made of the very best material, in the very best manner, and in the very best style and finish.

They are also generously hospitable to the feet—receiving the feet in the kindest fashion, and putting them immediately at perfect ease and bestowing upon them every comfort—so delightful is this hospitality that the feet feel at once at home. No stiffness, no tightness, awkwardness or newness, no pinch nor pain, but just that charming sense of foot happiness that people think they can only find in the old shoes.

They are the best shoes in the world at the price, and equal those of the best of other makes that cost from one to two dollars more. We send a pair of either of these grand shoes, prepaid, to any part of the United States on receipt of

**\$3.25**

We will forward our beautifully illustrated catalogue to any address, free of charge, if you will simply write us and ask for it; and in this catalogue will be found full directions for measuring your feet, and how to send the money for the shoes with your order.

We have one of the largest and best equipped Mail Order Departments, having a force of over sixty clerks.

**ALFRED J. CAMMEYER**  
60th Avenue and 20th Street, New York City

## COURT DECISIONS.

Notes of Cases Recently Decided,  
Which are of Interest to  
Our People.

DIGESTED BY W. B. MARTIN.  
(Exclusively for Virginian-Pilot.)

N. & W. R. CO. v. STEVENS.  
Supreme Court of Appeals of Virginia,  
November 16, 1899.

THE DISTRIBUTION OF DAMAGES FOR DEATH BY WRONGFUL ACT IS EXCLUSIVELY FOR THE JURY.

AN EMPLOYER IS NOT LIABLE FOR THE NEGLIGENCE OF AN INDEPENDENT CONTRACTOR EMPLOYED TO DO WORK WHICH IS LAWFUL AND NOT INTRINSICALLY DANGEROUS, SUCH AS BUILDING A RAILROAD BRIDGE. IT IS THE DUTY OF AN EMPLOYER TO EXERCISE ORDINARY CARE IN FURNISHING SUITABLE AND SAFE APPLIANCES, MACHINERY AND ROADWAY, AND THIS DUTY HE CANNOT ASSIGN TO ANOTHER.

DEFINITION OF "ORDINARY CARE."

This was a suit by the administrator of one Stephens for damages resulting from his death while a fireman of the Norfolk and Western Railway Company. That company contracted with the Phoenix Bridge Company to build a bridge over South river in place of an old one then existing. During the work the train on which Stephens was a fireman went through the bridge and he was killed. The Phoenix Company was a careful and competent company, and the contract of the railroad company with it contained all usual stipulations for the safety of those exposed to risks incident to the building of the bridge. There was a judgment for the plaintiff for \$5,000 in the lower court, and defendant appealed.

The court says:  
"The manner in which the damages are to be distributed is no concern of the defendant, and not under the control of the plaintiff. It is a question for the jury exclusively, not involved in the issue." The first objection is overruled.

Nor do we think the second objection well taken, for "there is no rule of law which compels a party to state in his declaration every matter which may enhance the damages."

The third objection is well taken. There was no necessary or probate objection between the negligence which resulted in the death of the plaintiff's intestate and the nervous condition of his mother, which resulted in an attack of bronchitis. Whether or not the merely mental anguish of the mother could with propriety be considered as an element of damage we shall leave an open question.

That the Phoenix Bridge Company was an independent contractor is clear upon the law and evidence.

"An independent contractor may be defined as one who, in the course of an independent occupation, prosecutes and directs the work himself, using his own method to accomplish it, and representing the will of the company only as to the result of the work. Generally where an independent contractor is employed to perform a work lawful in itself and not intrinsically dangerous, the company, if it is not negligent in selecting the contractor, is not liable for the wrongful acts or negligence of such contractor."

"According to the rule in this State the master is not required to exercise more than ordinary care for the safety of the servant, no matter how hazardous the business may be in which the servant is employed." "Ordinary care depends upon the circumstances of the particular case, and is such care as a person of ordinary prudence, under all the circumstances, would have exercised."

"The degree of care required in such cases, under our law, must be ascertained by the general usages of the business."

It is shown in the evidence that it is the general custom of railroad companies to construct bridges as was done in this case, and that it is not an essentially hazardous undertaking. That while it requires care to substitute a new bridge for an old one without the interruption of traffic, with ordinary care it may be done with entire safety. It further appears that the Phoenix Bridge Company is an established and reputable concern largely engaged in such work, and has the confidence of the business public. The contract seems carefully to have guarded, as far as human foresight could do, against the dangers incident to the work. If the bridge company had complied strictly with its contract the accident would not have occurred. But the railroad company is not responsible for the negligence of the Phoenix Bridge Company; it is responsible only for its own negligence and that of its agents and employees, while the Phoenix Bridge Company was an independent contractor. Reversed.

McELVEEN v. SOUTHERN R. CO.  
Supreme Court of Georgia,  
November 9, 1899.

THE TERMS OF A BILL OF LADING CANNOT BE CONTRADICTED OR VARIED BY PAROL EVIDENCE, WHEN BY THE BILL OF LADING THE CARRIER AGREED TO CARRY FREIGHT TO A TERMINUS OF ITS ROAD AND THERE DELIVER IT TO A CONNECTING LINE OF RAILROAD OR STEAMERS. EVIDENCE OF A PAROL AGREEMENT TO DELIVER IT TO A RAILROAD AND NOT A STEAMER IS INADMISSIBLE, AND IT MAY BE DELIVERED TO EITHER.

This was an action against the defendant for failure to deliver goods shipped by the plaintiff over said defendant's railroad. There was a nonsuit and plaintiff appealed.

The court says:  
The evidence shows, as before set out, that before the issuance of the bill of lading the agent of the railroad com-

pany told the owner of the trees that they would not proceed by boat from Columbus, because at that time the boats were not running. But the bill of lading thereafter issued in terms provides for the transportation of the trees by the initial carrier to Columbus, and the delivery there in good order to a connecting railroad or steamer, to be forwarded to destination. Confessedly the literal terms of the bill of lading were complied with, inasmuch as the goods were transported to Columbus, and there delivered to a line of steamers, which reached Ft. Gaines by the Chattahoochee river. As a matter of fact, the goods were transported by river, and delivered at the wharf or warehouse of the consignee. There can be no question but what the stipulations contained in the bill of lading must govern. These instruments are, as a matter of law, written contracts. In the case of Railroad Co. v. Hasselkus, 91 Ga. 385, 17 S. E. 339, our present chief justice said, in delivering the opinion of this court, that: "The office of a bill of lading is to embody the contract of carriage, as well as to evidence the receipt of the goods; and when the shipper accepts it, without objection, before the goods have been shipped, and permits the carrier to act upon it by proceeding with the shipment, it is to be presumed that he has accepted it as containing the contract, and that he has assented to its terms." From these rules of law it must follow as a corollary that, if no mistake or fraud is charged in the execution of the contract, it would be conclusively presumed that all oral negotiations and representations, not only as to the terms and conditions on which the goods were received, but also as to the route by which they are to be forwarded, are merged in the bill of lading, which will be received as the sole evidence of the agreement between the parties. The bill of lading, then, must in this case be taken as evidence of the contract between the parties, and by its terms the contract of carriage was complied with when the railroad company delivered the goods to the connecting water carrier at Columbus. It must follow that the plaintiffs in error could not assume that the goods were lost on November 15th, when they inquired for them from the railroad agent in Ft. Gaines, and found that they had never reached that point by rail. It appears as a matter of fact that, at the time, the goods were not lost, but that they were being transported by the connecting water carrier, and on the 15th or 16th of November reached Ft. Gaines, and were ready for delivery to the consignee. Inasmuch as the contract authorized the shipment by the water route, it was the duty of the consignee to inquire for the goods from that carrier. The goods were not lost at all, and, not being so, the consignee had no right to require the initial carrier to trace them. These facts appear from the evidence of the plaintiffs, and under it they had no right of recovery, and a nonsuit was properly awarded.

### Police Court Melange.

Thomas Spratt, a youth charged with breaking into an office at the Norfolk and Western depot Saturday evening, was sentenced to ninety days in jail by Justice Tomlin yesterday morning.

Mary Jane Johnson, colored, charged with signing a deed transferring a house and lot to Moses Saltsburg, on which a deed of trust for \$140 existed, will be given a hearing in the Police Court Thursday.

Henry Johnson, colored, will spend the next six months in jail for breaking into a second-hand clothing store on Church street.

Willie Ingram, colored, was fined \$25 for carrying a concealed pistol. An appeal was taken.

P. J. Monahan paid \$5.50 for fighting J. B. Powell.

Emma Foster, colored, assaulted Little Shanley and was taxed \$3.

Charles Cooper and Prince Palmer, both colored, contributed \$6 each for using profane language and threatening to shoot.

Joe Sparrow, colored, shot Rosa Rodgers and was levied on for \$3.50.

John Greene and John Smith stole two boats, the property of Hon. John B. Whitcomb and Captain Wellnes, and were given sixty days in jail each.

Henry Brank, colored, was fined \$21 for running a team over Lilly Sawyer, the 4-year-old daughter of Mr. J. W. Sawyer.

William Halper, a United States marine, was sent on to the grand jury upon the charge of stealing a watch from James Phelps. The theft occurred in a house on Washington street Christmas night. Phelps values the watch at \$40.

### Fire Department Notes.

The steamer Kevill, in passing through the new extension of Tazewell street yesterday morning, became mired, and it was with much trouble extricated.

The damaged fire engine Edward Church was shipped to Seneca Falls, N. Y., yesterday to be rebuilt by the American Fire Engine Company. The engine to take the place of the Church temporarily arrived from Seneca Falls Monday, and was placed in commission yesterday.

Students, go home by the Seaboard Air Line, and get your certificates signed by Superintendent, Principal or President of your institution.

### Whale in the Bay.

A large whale was seen in Chesapeake Bay last Saturday evening by Captain McNally, of the barge Mary McNally, while towing to Norfolk. The cetacean was well over to the Eastern Shore, about five miles from land, and off Back river. What called the Captain's attention to him was his blowing from the spouting, he judging him to be a sixty barrel at least.

### Property Transfers Yesterday.

A deed was recorded yesterday transferring from the Virginia Land Company to Clara M. Johnston a lot fronting 50 feet on the north side of Marys avenue, near Botetourt street; \$4,000.

**DOUGLASS' SYRUP**

Cures a Cough or Cold at once. Conquers Croup without fail. Is the best for Bronchitis, Grippe, Hoarseness, Whooping Cough, and for the cure of Consumption. Mothers praise it. Doctors prescribe it. Small doses; quick, sure results.

**FOR ALL LUNG TROUBLE**

## DEATHS AND FUNERALS.

### MR. J. FRANK HUNTER.

The many friends of Mr. J. Frank Hunter learned with sorrow yesterday of his sudden death Monday night at his residence, No. 460 Freemason street, of apoplexy. He was seen on the streets that day, apparently in the best of health. The deceased leaves a widow and one son, a brother and three sisters—Mr. W. W. Hunter, Miss Henrietta Hunter, Mrs. James N. Bell and Mrs. A. G. Newton.

Mr. Hunter was a member of Owens Lodge of Masons and Pickett-Buchanan Camp, Confederate Veterans. He entered the service of the Confederacy as a member of the Norfolk Light Artillery Blues and served through the war with conspicuous bravery, rendering with the Army of Northern Virginia at Appomattox in 1865. At the time of his death and for many years he was a trusted employee of the Norfolk and Western Railroad Company. The funeral will be held from the residence at noon to-day.

### MRS. PARTHENIA A. McALISTER.

Mrs. Parthenia Ann McAlister departed this life at the residence of her daughter, Mrs. M. J. Fulgham, No. 151 Duke street, Sunday, after a lingering illness, aged 74 years. The funeral was solemnized from Epworth M. E. Church at 11 o'clock yesterday morning, the pastor, Rev. A. Coke Smith, D. D., officiating. The remains were laid to rest in Elmwood Cemetery.

### MRS. FRANCES HALSTEAD.

The obsequies of this venerable and highly esteemed lady, who passed away at the home of her brother-in-law, Mr. James E. Martin, No. 727 Brambleton avenue, Brambleton Ward, Saturday, at the advanced age of 78 years, was held from the residence at 2 o'clock Monday afternoon and were conducted by Rev. S. C. Hatcher, of Queen Street M. E. Church. The interment was in Elmwood Cemetery. Following were the pall-bearers: Messrs. H. S. Cooper, S. N. Brickhouse, W. W. Vilar, C. E. Jones, Benjamin F. Reynolds and W. E. Simpson.

### ANDREY A. JONES.

Mr. and Mrs. M. E. Jones, of Rappahannock street, lost by death Saturday night their 4-year-old daughter, Andrey Akers Jones. The funeral was held from the home of the parents at 5 o'clock Sunday afternoon. The services were conducted by Rev. John W. Carroll, of the M. E. Church, assisted by Rev. George W. Cox, of the Barrows Memorial Baptist Church. The remains were forwarded to Roanoke Sunday night for interment, accompanied by its parents.

### LAWRENCE HENRY.

A seaman of the British steamship Rhodesia, named Lawrence Henry, hailing from Belfast, Ireland, was brought from that vessel to St. Vincent's Hospital Sunday in the last stages of consumption. He died Monday and spent the first hour of his eternal Christmas "at home." Captain Bate is thus a hand short, but hoped to secure a former member of his crew to fill the place. He, however, was on the Meritt's steamer Rescue at the wreck of the Anacost, off Hatteras, and could not be reached in time, as the Rhodesia sailed last night. Henry was buried in the seamen's lot here.

**"Example is Better Than Precept."**

It is not what we say, but what Hood's Sarsaparilla does, that tells the story. Thousands of testimonials are examples of what Hood's has done for others, and what it will do for you.

**Scrofula**—Running scrofula sores made me shunned by neighbors. Medical treatment failed. A relative urged me to try Hood's Sarsaparilla. Did so and in few months the sores completely healed. Mrs. J. M. HATCH, Elina, N. H.

**Inflammatory Rheumatism**—Two attacks of the grip left me with inflammatory rheumatism. After 80 years old, but Hood's Sarsaparilla cured me and I can climb stairs and walk anywhere. J. LOVELAND, 373 Fargo Ave., Buffalo, N. Y.

**Hood's Sarsaparilla**  
NEVER DISAPPOINTS

Hood's Pills cure liver ill; the non-irritating and only cathartic to take with Hood's Sarsaparilla.

**LOWE & MILLER,**

Wholesale and Retail  
Dealers in

Imported Fancy

—AND—

Staple Groceries

No. 62 Granby Street.

Both Phones 343, Prompt Delivery.

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HAVE YOU TRIED OUR

**MAYFLOWER**

**PURE RYE WHISKEY?**

For family and medicinal use. Only \$2.50 per gallon, worth \$3.50.  
25 Two Orphan Clear in a handsome package, only \$1.00. Best 5c. cigar made.

**N. & B. F. METZGER,**

No. 103 Commercial Place.

**PENNYROYAL PILLS**

Chieftest's Koptical Diamond Brand.

Chieftest's Koptical Diamond Brand. BATE, ALWAYS FULFILLING. LADIES ARE DRUGGISTS FOR CHIEFTEST'S Koptical Diamond Brand. Red and Gold Pills. Take these, sealed with blue ribbon. Take them after a full dinner, or after a full dinner and a full dinner. At Druggists, or send in stamps for particulars. Correspondence to "Belle of the South" in letter, or return Mail. 10,000 Testimonials. Send Paper. Chieftest's Koptical Diamond Brand. PHILADELPHIA, PA.

## REAL ESTATE ASSESSORS.

JUDGE HANCKEL APPOINTS THEM FOR NORFOLK.

Judge Hanckel, of the Corporation Court, has appointed Messrs. Adam Tredwell, J. G. Womble and C. R. Parlett as tax assessors for Norfolk real estate and improvements thereon. These assessments are made every five years, upon which to base the State and city taxes on this class of property. Since the last assessment, in 1895, real estate values in Norfolk have increased considerably, especially in certain portions of the city.

The assessors get \$4 per day, and are allowed six months in which to complete the work. They are allowed one clerk at \$4 per day throughout the time they are at work, and two extra clerks at the same pay, when needed. Both the assessor and clerk are required to give a \$10,000 bond.

The new assessment will begin about January 1st.

### Remembered by Maids.

Mr. J. T. Clarke, floor manager for Miller, Rhodes & Co., received a very handsome Christmas present from the employees of the establishment in the form of a house robe.

Mr. E. A. Savage, the popular and genial ticket agent of the Norfolk and Ocean View railroad, was presented with a handsome diamond scarf pin by the employees of the road as a token of the high esteem in which he is held by them. The presentation was made Christmas morning in the presence of a majority of the employees. Mr. Savage, in accepting the gift, made a neat little speech, which was received with applause by those present.

Mr. J. T. Clarke, a popular citizen of Norfolk, received a beautiful and highly appreciated Christmas gift from the employees of a large department store in Rochester, N. Y., of which he was formerly floor manager.

OTHER LOCAL ON PAGE 6

## headaches

of whatever character are quickly cured by Royal Headache Tablets. If you are a chronic sufferer from headaches or nervousness, Royal Headache Tablets will prove to be your best friend.

You can carry a bottle everywhere; the tablets can be taken on any occasion, and will act quickly.

Royal Headache Tablets are made after a Johns Hopkins Hospital formula, and are absolutely harmless.

Think twice before taking effervescent powders, and use only Royal Headache Tablets; the certain remedy.

All druggists sell them; 4 doses 10 cents.

Royal Drug Co., Baltimore, Md.

I wish to thank my friends and customers for past patronage and hope for a continuance of the same at my **NEW STORE, 66 Granby Street, (after ter January 1st.)**

**John F. Small,**

302 MAIN STREET.

(Successor to Doyle and Small.)

**HOME KILLED MEATS!**

THE ONLY KIND WE SELL—THE ONLY KIND YOU WILL USE AFTER YOU UNDERSTAND THE MEAT PROBLEM. IT WILL PAY YOU TO SEND US YOUR ORDER FOR A NUMBER OF REASONS.



**J. S. Bell, Jr. & Co.,**  
Corner Queen and Church Sts.  
Old Phone, 325. New Phone, 1810.

*The Saks Store*

**. Smoking**

**. Jackets**

**. half price**

**. to-day.**

**SAKS & COMPANY.**

234-236 MAIN STREET.

**TAYLOR & COMPANY,**

Formerly under  
Monticello Hotel

HAVE MOVED TO

Ghent Market, Botetourt St.

With a full line of

Staple and Fancy Groceries

We carry everything for the table. We will be pleased to see our old patrons.

PROMPT DELIVERY.

Phones 838

## Notice to Customers

We hereby announce that a REDUCTION WILL BE MADE ON ALL BILLS for Illuminating Gas consumed after January 1st, 1900, of 10 cents per thousand from the regular rate.

Bills will be subject to the usual discount of 20 cents per thousand for prompt payment by 5th of following month.

The Company desires to take this opportunity to say that further reductions are under contemplation and that these will be put into effect as soon as practicable.

**CITY GAS COMPANY**



**Handsome Lace Curtains**

Such as we are selling are bound to recommend themselves to those who recognize good quality when they see it. The curtains we are offering now are just in and are the kind that wear for several seasons, and are honest bargains at the price we ask. Call and see them.

**L. H. Whitehurst,**

336 MAIN STREET.

**GAMAGE & WALLER**

12-18 PLUME ST.

Contractors' & Builders' Supplies

NEW LOT BALTIMORE PAVING BRICKS.

HIGH GRADE

**FIRE BRICKS**

UNDER COVER.

Fire Clay, Chimney Linings, Fancy and Plain Chimney Tops, Sewer and Well Pipe, Drain Tile, etc.

**ICE CREAM AND CREAM**

Especially for

**CHRISTMAS.**

**THE METTOWEE.**